



Order Filed on December 21, 2017
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

Ronald I. LeVine, Esq.
210 River Street, Suite 11
Hackensack, New Jersey 07601
Attorney for Debtors
RL9395

In Re:

MUHAMMAD S. NAZIR

Case No.: 16-31043VFP

Chapter: 13

Judge: Hon. Papalia

ORDER APPROVING TERMS OF A LOAN MODIFICATION WITH BAYVIEW
LOAN SERVICING, LLC

The relief set forth on the following pages, numbered two (2) is hereby **ORDERED**.

DATED: December 21, 2017

A handwritten signature in black ink, appearing to read "Vincent F. Papalia".

Honorable Vincent F. Papalia
United States Bankruptcy Judge

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Debtor: MUHAMMAD S. NAZIR

Case No. 16-31043VFP

Caption of Order: ORDER APPROVING TERMS OF A LOAN MODIFICATION WITH
BAYVIEW LOAN SERVICING, LLC

THIS MATTER being opened to the Court by The Law Office of Ronald I. LeVine, Esq., attorney for the debtors herein, upon notice to Bayview Loan Servicing, through its attorney KML Law Group, LLC. for entry of an Order approving the terms for the loan modification with Muhammad S. Nazir for the first mortgage on the debtor's property and the Court having reviewed the Motion and any evidence presented at the hearing on the Motion (the "Hearing") and having heard statements of counsel in support thereof; and it appearing that all secured parties having been given notice of the Motion; and good and sufficient cause having been shown for entry of the within Order;

IT IS HEREBY FOUND AND DETERMINED that:

- A. Proper, timely, adequate and sufficient notice of the Motion on the hearing on the requested relief set forth above has been provided.
- B. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested parties.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. All arrears to Bayview Loan Servicing shall be paid through the loan modification.
2. The Motion is granted approving the Loan Modification Agreement with Bayview and attached as **Exhibit A**.

This Court shall retain jurisdiction with respect to any and all disputes may arise in connection with the provisions of this Order and the transactions approved hereby.

After Recording Return to:

Wilmington Trust, N.A.
Sophie B. Pendolino
Assistant Vice President
Document Custodian
693 Seneca St., 4th Floor
Buffalo, NY 14210



[Space Above This Line For Recording Data]

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.
LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective **August 31, 2017**, between **MUHAMMAD S NAZIR** ("Borrower") and **Bayview Loan Servicing, LLC** ("Servicer"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated 03/25/2005, in the original principal sum of U.S. **\$266,000.00**, and (2) the **Mortgage** (the "Security Instrument"), **FILED AND RECORDED ON 04/08/05 IN HUDSON COUNTY NJ 000040727**. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at **149 W 27TH STREET BAYONNE CITY, NJ 07002**. That real property is described as follows: **SEE EXHIBIT "A"**.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower ☒ is, ☐ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the

Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of **\$216,831.68**, have been added to the indebtedness under the terms of the Note and Security Instrument. As of **August 31, 2017**, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$468,961.89**.

3. **\$112,237.64** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$356,724.25**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **4.125%** from **09/01/2017** and Borrower promises to pay to the order of Lender monthly payments of principal and interest of U.S. **\$1,518.74**, beginning on **10/01/2017**, and will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. The Borrower will make such payments at M&T Bank 1800 Washington Blvd., 8th Floor Baltimore, MD 21230 or at such other place as the Lender may require. If on **09/01/2057** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date **09/01/2057**.
4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

- ☐ 1-4 Family Rider — Assignment of Rents
- ☐ Modification Due on Transfer Rider
- ☐ Bankruptcy Rider

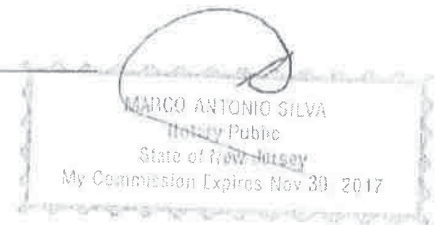
7. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

In Witness Whereof, Lender and Borrower have executed this Agreement.

Borrower:

By: MUHAMMAD S NAZIR Date: 10/19/2017
MUHAMMAD S NAZIR (Borrower)

By: _____ Date: _____
(Borrower)



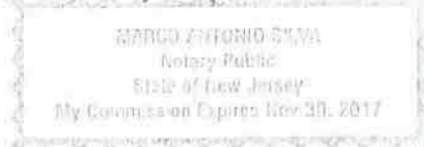
STATE OF NEW JERSEY NOTARY ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
COUNTY OF Bergen) SS

On this 19th day of October, 20 17, before me, the subscriber personally appeared **MUHAMMAD S NAZIR** who, I am satisfied, is/are the person(s) named in and who executed the within instrument, and thereupon acknowledged that he/she/they signed, sealed and delivered the same as his/her their act and deed, for the purposes therein expressed.

WITNESS my hand and official seal this the 19th day of October, 2017

[Official Notary Seal]



By: (Signature)

Notary Public: Marc A. Silva
My Commission Expires: 11/30/17

Notary Information

(To Be Completed by Notary Acknowledging Transaction Documents)

Notary's Full Name (as it appears on official Notary Stamp/Seal):

Marcos A Silva

Notary Contact: Primary Phone: (201) 243-7620

Cell Phone: ()

E-mail: marco.silva@td.com

Notary License Information:

County and State in which notary is licensed: Bergen, NJ

License/Commission Number: 2367292

Expiration Date: 11/30/17

(Signature)
Signature

ACKNOWLEDGED AND ACCEPTED BY SERVICER:

By: _____ Date: _____
Vice President, Bayview Loan Servicing, LLC

Asset Manager: Specialized Call Rep
Phone Number: (844) 207-2529
Fax Number: (305) 646-4718
E-mail:

NOTARY ACKNOWLEDGEMENT	
STATE OF _____)	
) SS
COUNTY OF _____)	
<p>On _____, before me, _____ a notary public for and within the said county, personally appeared, _____ _____, of Bayview Loan Servicing, LLC, as Servicer, whose address is 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146 personally known to me <i>(or proved to me on the basis of satisfactory evidence)</i> to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.</p> <p>WITNESS my hand and official seal this the _____, day of _____, _____.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%;">[Official Notary Seal]</div><div style="width: 50%;">By: _____ Notary Public: _____ My Commission Expires: _____</div></div> <div style="margin-top: 20px;"><p>Notary Information (To Be Completed by Notary Acknowledging Transaction Documents) Notary's Full Name (as it appears on official Notary Stamp/Seal): _____</p><p>Notary Contact: Primary Phone: (____) _____ Cell Phone: (____) _____ E-mail: _____</p><p>Notary License Information: County and State in which notary is licensed: _____ License/Commission Number: _____ Expiration Date: _____</p><div style="border-top: 1px solid black; margin-top: 20px; padding-top: 5px;">Signature</div></div>	

Certificate of Notice Page 9 of 9
United States Bankruptcy Court
District of New Jersey

In re:
Muhammad S Nazir
Debtor

Case No. 16-31043-VFP
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-2

User: admin
Form ID: pdf903

Page 1 of 1
Total Noticed: 1

Date Rcvd: Dec 21, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 23, 2017.

db +Muhammad S Nazir, 149 W 27 Street, Bayonne, NJ 07002-1711

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 23, 2017

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 21, 2017 at the address(es) listed below:

Jill Manzo on behalf of Creditor BAYVIEW LOAN SERVICING, LLC bankruptcy@feinsuch.com

Marie-Ann Greenberg magecf@magtrustee.com

Rebecca Ann Solarz on behalf of Creditor BAYVIEW LOAN SERVICING, LLC rsolarz@kmlawgroup.com

Robert Wachtel on behalf of Debtor Muhammad S Nazir rwachtel@ronlevinelaw.com

Ronald I. LeVine on behalf of Debtor Muhammad S Nazir ronlevinelawfirm@gmail.com

TOTAL: 5